May 12, 2017

TO: ACHD Commissioners, ACHD Director, ACHD Deputy Directors

FROM: Ricardo Calderon, Project Manager

SUBJECT: Kuna Mora Road Rehabilitation – Pleasant Valley Road to I-84
Interagency Cooperative Agreement with Idaho Department of Fish and Game for Asphalt Improvements
ACHD Project No. 516023
Consent Agenda: May 24, 2017

Executive Summary
Kuna Mora Road Rehabilitation, between Pleasant Valley and I-84 is an FY17 project that has been under construction for the last month. Idaho Department of Fish and Game approached ACHD to include their entrance road to the State’s Black’s Creek Public Shooting Range Facility. The attached Interagency Cooperative Agreement between ACHD and Idaho Department of Fish and Game provides for ACHD to construct the improvements and for the Idaho Department of Fish and Game to reimburse ACHD, for the actual costs. The current estimate is $90,220. Furthermore, it specifies the exact payment and other responsibilities regarding these improvements. Staff recommends approval of the agreement.

Facts & Findings
The project originally consisted of road rehabilitation of approximately 8 miles between Pleasant Valley Road and I-84. During the construction of this segment, Fish and Game approached ACHD to request the addition of the entrance road to the State’s Black’s Creek Public Shooting Range Facility to the project. Both parties mutually agreed that it is in the public’s interest to include in the entrance in the Kuna Mora Road Rehabilitation Project.

Fiscal Implications
It is anticipated that an additional $82,000 will be needed for construction. These funds will be requested during the 2nd FY17 budget adjustment. Idaho Fish and Game will be reimbursing ACHD for all costs associated with this additional work.

Policy Implications
The Kuna Mora Road Rehabilitation Project was approved by the ACHD Commission as part of the FY17 Budget and the 2017-2021 Integrated Five Year Work Plan, adopted by the Commission October 26, 2016.

Programmed Expenditures: FY16 & FY17 Budgets

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<tr>
<td>Construction</td>
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<td>Fish and Game Contribution</td>
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Alternatives
1) Approve and sign the Interagency Cooperative Agreement with Idaho Department of Fish and Game.
2) Do not approve the agreement and provide staff with further direction.

Recommendation
Staff recommends Alternative 1: Approve and sign the Interagency Cooperative Agreement with Idaho Department of Fish and Game.

cc: Project File
    Justin Bledsoe
INTERAGENCY COOPERATIVE AGREEMENT
BETWEEN
ADA COUNTY HIGHWAY DISTRICT
AND
IDAHO DEPARTMENT OF FISH AND GAME

Kuna Mora Road Rehab, Pleasant Valley to I-84
ACHD Project No. 516023

PARTIES

THIS AGREEMENT is made and entered into this ___ day of ______, 2017, by and between the IDAHO DEPARTMENT OF FISH AND GAME, hereafter called the STATE, and the ADA COUNTY HIGHWAY DISTRICT hereafter called ACHD.

PURPOSE

Both Parties mutually agreed that it is in the public’s interest to include in ACHD’s Kuna Mora Road Rehab, Pleasant Valley to I-84, ACHD Project No. 516023, (“Project”) the rehabilitation and repavement of the entrance road to the STATE’s Black’s Creek Public Shooting Range facility (“Entrance Road Improvements”) off of Kuna Mora Road. The Entrance Road Improvements are to be made in accordance with the attached work estimate entitled Exhibit "A", at the location depicted on Exhibit “B”. The Entrance Road Improvements are currently estimated to cost $90,220.00.

The ACHD, by authority of Title 40, Idaho Code, has full power to construct, maintain, and repair public highways such as Kuna Mora Road. The STATE, by authority of Title 36, Idaho Code, has full power to construct, maintain, and repair facilities such as the entrance road to the STATE’s Black’s Creek Public Shooting Range facility.

Authority for this Agreement is established by Section 67-2332 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the ACHD will:

1. Include within the Project, the Entrance Road Improvements work in accordance with the attached work estimate entitled Exhibit "A", at the location depicted on Exhibit “B”.

2. Upon completion of the Entrance Road Improvements and after all costs have been accumulated and the final voucher paid
by the ACHD, provide a statement to the STATE summarizing the actual costs for the Entrance Road Improvements.

3. The ACHD’s point of contact for this Agreement shall be:

   Justin Bledsoe
   Construction Supervisor
   Ada County Highway District
   3775 Adams Street
   Garden City, Idaho 83714
   208-387-6283

4. Indemnify, save harmless and defend regardless of outcome the STATE from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the ACHD in the construction of the Entrance Road Improvements.

SECTION II. That the STATE will:

1. No later than thirty (30) days following receipt of the statement referred to in Section I.2 above, pay to ACHD the sum indicated in the statement which shall be the STATE’S actual costs for the Entrance Road Improvements which are currently estimated to be $90,220.00, as itemized on Exhibit “A”.

2. The STATE’s point of contact for this Agreement shall be:

   Evin Oneale
   Regional Conservation Educator
   Idaho Department of Fish and Game
   3101 S. Powerline Road
   Nampa, ID 83686
   208-465-8465

3. Indemnify, save harmless and defend regardless of outcome the ACHD from expenses of and against suits, actions, claims, or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the STATE in the construction of the Entrance Road Improvements.

SECTION III. Both parties agree that:

1. This Agreement shall become effective on the first date
mentioned above and shall remain in full force and effect until payment has been made to ACHD by STATE as provided in Section II.1 above.

EXECUTION

This Agreement is executed for the STATE by its Bureau Chief of Administration; and executed for the ACHD by the President, attested to by the secretary, with the imprinted corporate Seal of the ADA COUNTY HIGHWAY DISTRICT.

IDAHO DEPARTMENT OF FISH AND GAME

APPROVED BY:

Michael Pearson,
Bureau Chief of Administration

ATTEST:

ADA COUNTY HIGHWAY DISTRICT

Bruce S. Wong,
Director

Paul Woods,
President

(Seal)

By regular meeting
on ______________.
Revised Proposal

KNIFE RIVER Southern Idaho Division
5450 W. Gowen Road
Boise, Id. 83709
Contact: Steve Kirkman
Phone: (208) - 362-6152
Fax: (208) - 562-5045

Quote To: Blacks Creek Range
Gary Woods

Job Name: Blacks Creek Range
Date of Plans: NA
Addendums: NA

Phone:
Fax:

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GRAND TOTAL $90,220.00

NOTES:

Bid Notes:

1. Price includes (1) mobilization to job for pulverizer.
2. Work will be completed upon a mutually agreed schedule.
3. RABS approx. 3" of existing ac with 4" of 3/4" base.

EXCLUSIONS
1. Permits, fees or bonds of any kind.
2. Fees for inspections or testing.
3. Pavement markings or signage.
4. Surveying or staking.
5. Removal/backfill of soft or saturated soils below subgrade.
6. Erosion control or SWPPP.
7. EPA permit, paperwork or inspection requirements.
8. Demolition/removals not specifically quoted.

By signing this Proposal, customer agrees that the terms contained in this Proposal shall be incorporated into any subsequent contract or subcontract agreement, and shall be inserted into the final contract or subcontract entered into between Knife River and the customer. In the event any of the terms or conditions of a subsequent written agreement conflict with the terms of this Proposal, the terms in this Proposal shall control.

All work to be completed in a workmanlike manner according to the written plans and specifications provided to Knife River and standard industry practices. Any alteration, change or deviation from applicable specifications of the materials or work subject to this proposal will only be provided upon written direction from the customer, and customer agrees to pay Knife River...
any additional costs associated with such alteration, change or deviation.

Knife River shall be paid for actual quantities installed and/or furnished. Payment is due upon progress billings each 30 days. Retainage held shall be a maximum of 5%. The retainage will be payable upon substantial completion of the work. All past due amount(s) shall bear interest at eighteen percent (18%) per annum or the highest rate allowed by law from the date of billing.

Unless specified in this Proposal, Knife River is not bound by a specific time for its work to commence or materials to be furnished to the project. Knife River agrees to perform its work with due diligence in connection with its other work.

Knife River shall not be responsible for any consequential damages related to the materials or services furnished under this Proposal. Customer hereby waives and releases Knife River from any delays caused by events outside of Knife River's control, including but not limited to, actions of other contractors or subcontractors performing work on the subject project, acts of the owner or its agents, utility interference, unforeseen conditions, strikes, accidents, acts of God, fires, floods, epidemics, unusually severe weather, unavoidable casualties and unusual delays in deliveries. Knife River's workers are fully covered by Worker's Compensation Insurance. Knife River may withdraw this proposal if not accepted within 15 days from the date of proposal. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees and related costs.

Knife River
Authorized Signature ___________________________ Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Knife River is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature ___________________________ Date
Exhibit A - Paving Project at Black's Creek Public Shooting Range